

EBCATERING.COM TERMS AND CONDITIONS

All orders placed through ebcatering.com (the "Site") are subject to the following terms and conditions unless you have a separate written agreement with Einstein Bros.® that supersedes these terms and conditions. Each time you place an order, you are agreeing to the terms and conditions set forth below. We reserve the right to amend or revise this Site and the terms and conditions herein without notice.

Orders

Menu items and prices may vary and are subject to change without notice. Prices listed do not include tax. Orders placed on this Site must be made 2-3 hours prior to the pick-up or delivery of the order. Einstein Bros.® will attempt to accommodate orders but you must contact the about Einstein Bros.® Catering at 1-800-224-3563, option 1, to place a last minute order. After your order is placed, you will receive an email notification that Einstein Bros.® has received your order and a second follow up email that your order has been confirmed. As part of the catering credit card process and to accommodate potential changes to orders or pricing, Einstein Bros.® pre-authorizes the credit card for an amount equal to the order plus 1%. Your credit card will only be charged the actual amount of the final order. By submitting an order, you consent to these provisions.

Delivery Zones

Einstein Bros.® stores have an identified delivery zone around the applicable store of 14 mile radius. If you place an order and are outside of this delivery zone, Einstein Bros.® reserves the right to require this order to be picked up at the applicable store. Einstein Bros.® reserves the right to change applicable delivery zones without notice.

Payments

Payments for orders from this Site must be made by valid credit card unless you or your business entity has a house account with Einstein Bros.® Please contact 1-800-224-3563, option 1, if you would like to learn more about our house account program. Orders for house accounts will be billed pursuant to your house account application. Online orders are not binding on Einstein Bros.®, and may be amended, adjusted or cancelled at any time in accordance with current pricing. Delivery may be conditioned on a minimum order and delivery charges may vary by location. You agree to reimburse Einstein Bros.® for all costs (including reasonable attorney and collection fees) associated with collecting delinquent or dishonored payments.

Cancellation Policy

Einstein Bros.® understands that plans can change and we will gladly assist you in making changes to your catering order's pick-up/delivery date and time. We accept cancellations prior to 4:00 PM in the time zone that the order is scheduled for the day before a weekday pick-up or delivery and 4:00 PM in the time zone that the order is scheduled for on Friday for a weekend pick-up or delivery. Einstein Bros.® reserves the right to charge your credit card or house account 50% of the price of the order amount if you cancel an order within 12 hours of the pick-up/delivery time of the order and 100% for orders canceled less than 12 hours from time of pick-up/delivery. For orders of \$300 or more, a 24 hour notice is required for cancelation. If an order is canceled within 24 hours of pick-up/delivery, Einstein Bros.® reserves the right to charge your credit card or house account 100% of the price of the order amount.

Disclaimers and Limitation of Liabilities and Warranties

If you have questions about the ingredients in our products, please go to www.einsteinbros.com, call customer service at 1-800-224-3563 option 3 or option 1 for a catering specialist, or contact your nearby Einstein Bros.® store for a list of ingredients included in our menu items. Our vegetarian items may contain dairy or eggs. Catering items are meant for immediate consumption. Refrigerate all items within one hour of delivery. To reheat cooked items, heat to an internal temperature of 165°F. Lox is available as a menu item. Cold smoke salmon is not cooked and consumption of raw or undercooked seafood may increase the risk of food borne illness.

EINSTEIN BROS. ®, AND/OR IT'S PARENT COMPANY, SHALL NOT BE LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, DAMAGES WHICH MAY RESULT FROM ORDERING A PRODUCT. BECAUSE SOME STATES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. EINSTEIN BROS.® MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO ANY PRODUCTS.

Representations

By submitting your order through the Site you represent to Einstein Bros.® that (1) you are at least 18 years of age, (2) if you are an employee of a business entity, you are authorized to place and pay for the order, (3) unless you have a prior written agreement with Einstein Bros.®, the order you are placing is for your use and not for resale to third parties, and (4) if you are using a credit card or, if applicable your house account to pay for your order, you are authorizing Einstein Bros.® to charge such credit card or house account.

Trademarks

You agree not to display or otherwise use any of Einstein Bros.® trademarks, service marks or logos, including the marks and logos that are displayed on this Site, in any manner without our prior written permission.

Applicable Laws and Jurisdictional Issues

This Site and the terms and conditions shall be governed by the laws of the State of Colorado without giving effect to any conflicts of laws or choice of laws principles. You consent to the jurisdiction of the federal and state courts presiding in the State of Colorado and you agree to accept service of process by mail. You hereby waive any and all jurisdictional and venue defenses that might otherwise be available.

Headings

The headings of each of these terms and conditions are for convenience of reference only. Such headings shall be ignored in the interpretation or construction of any of these terms and conditions.

Tax Exempt Entities

If you are ordering on behalf of a tax exempt entity, Einstein Noah Restaurant Group will need a copy of the exemption certificate to keep on file. Please call 1-800-224-3563 to receive information on where to fax this certificate.

No Assignment

You may not assign your rights or obligations under this Agreement without the prior written consent of Einstein Bros.®

Invalidity of Provisions

In the event that any portion of these terms and conditions is held to be unenforceable, the unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intention and the remainder of the provisions shall remain in full force and effect.

No Waiver

Einstein Bros.® failure to insist upon or enforce strict performance of any provision of these terms and conditions shall not be construed as a waiver of any provision or right.

Complete Understanding

These terms and conditions and if applicable and house account application constitute the entire understanding between Einstein Bros.® and you with respect to ordering products from the Site. BY USING THE SITE YOU SIGNIFY YOUR ASSENT AND CONSENT TO THESE TERMS AND CONDITIONS AND ANY SUBSEQUENT MODIFICATIONS. AS A CONDITION OF YOUR USE OF THE SITE, YOU WARRANT THAT YOU WILL NOT USE THE SITE FOR ANY PURPOSE THAT IS UNLAWFUL.

For more information about Einstein Bros.® Catering or if you have any questions about our terms and conditions, please contact us: 1-800-224-3563.

We'll be happy to answer your questions or hear your concerns.